

Standard Student Data Privacy Agreement for Heartland School Solutions

IL-NDPA v1.0a

Richland School District 88A or LEA

and

Heartland Payment Systems, LLC

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between: **Richland School District 88A**, located at 1919 Caton Farm Road, Crest Hill, IL (the “Local Education Agency” or “LEA”) and Heartland Payment Systems, LLC, located at 765 Jefferson Rd #400, Rochester, NY 14623 (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), including but not limited to the Illinois School Student Records Act (“ISSRA”), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act (“MHDDCA”), 740 ILCS 110/, Student Online Personal Protection Act (“SOPPA”), 105 ILCS 85/, Identity Protection Act (“IPA”), 5 ILCS 179/, and Personal Information Protection Act (“PIPA”), 815 ILCS 530/, and Local Records Act (“LRA”), 50 ILCS 205/, and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in this Agreement.

2. Special Provisions. Check if Required

If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA for so long as the Services are being provided to the LEA or as long as Provider has any Student Data.

4. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").

5. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: PHIL ROBB, CSBO

Title: CHIEF SCHOOL BUSINESS OFFICIAL

Address: 6420 DOUBLE EAGLE DRIVE, UNIT 309

Phone: (815) 744 - 7288 x4040

Email: probb@d88a.org

The designated representative for the Provider for this DPA is:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By:  _____

Date: 6/7/2021

Printed Name: Jeremy Loch

Title/Position: SVP & General Manager, School Solutions

Provider:

By: Shelley R. Lorren

Date: 6/7/21

Printed Name: Shelley R. Lorren

Title/Position: Senior Sales Operations Specialist

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA, as described in FERPA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider by the LEA is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider by the LEA, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data provided by the LEA under the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.